



Fusion Consulting Group Ltd
Marlborough House
298 Regents Park Road. Finchley
London N3 2SZ

+44 20 3841 7010



info@fusionconsult.co.uk

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LICENSE AGREEMENT & TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SERVICES OR DOWNLOADING ANY PLATFORM FROM THIS WEBSITE.

This licence agreement ("**Licence**") is a legal agreement between you ("**Licensee**" or "**you**") and Fusion Consulting Group Ltd ("**Licensor**", "**us**" or "**we**") (together "**us**" or "**parties**") for:

- **Fusion Nexus** services and any data supplied with the services ("**Services**").
- Any online applications provided as part of the Services ("**Platform**").
- Any online documents provided as part of the Services ("**Documents**").

We license use of the Services, Platform and Documents to you on the basis of this Licence. We do not sell the Services, Platform or Documents to you. We, or our licensors, remain the owners of the Services, Platform and Documents at all times.

END USER LICENCE AGREEMENT FOR FUSION NEXUS

You should print a copy of this Licence for future reference.

1. LICENCE

1.1. The following defined terms are used in this Licence:

Authorised Users means you, and where applicable your employees, agents and independent contractors of you, your subsidiaries and affiliates, who you authorise to use the Services, the Platform and the Documents.

Good Industry Practice means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector

Licensee Data means the data inputted by or on behalf of you, for the purpose of using or facilitating your use of the Services, Platform or Documents and any data generated by, or derived from your use of the Services, Platform or Documents, whether hosted or stored within the Services, Platform or Documents or elsewhere.

User Subscriptions means the user subscriptions purchased by, or provided to, you, or on your behalf, from the Licensor (or an entity authorised by the Licensor to provide them), in accordance with the terms of the agreement you hold with that entity, which entitle Authorised Users to access and use the Services, Platform and the Documents in accordance with this agreement.

Viruses means any thing or device (including any Platform, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer Platform, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of

any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability means a weakness in the computational logic (for example, code) found in Platform and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2. In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a limited, non-exclusive, non-transferable, revocable licence, without the right to sublicense, to access and use the Services (and the Platform and the Documents in connection with the Services) in the UK on the terms of this Licence, solely for your internal business operations.
- 1.3. You shall:
 - 1.3.1. provide the Licensor with:
 - a) all necessary co-operation in relation to this Licence; and
 - b) all necessary access to such information as may be required by the Licensor, to the extent required to provide the Services, Platform and Documents including but not limited to Licensee Data, security access information and configuration services;
 - 1.3.2. without affecting your other obligations under this Licence, comply with all applicable laws and regulations with respect to your activities under this Licence; and
 - 1.3.3. ensure that your network and systems comply with the relevant specifications provided by the Licensor from time to time.
- 1.4. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Licensee Data. You hereby license us to use the Licensee Data for:
 - 1.4.1. the proper performance of the Services, including the provision of the Platform and the Documents;
 - 1.4.2. the purposes set out in our Privacy Notice as described in clause 8; and
 - 1.4.3. all other purposes relevant to the proper exercise of our rights and obligations under this agreement.
- 1.5. You undertake that:
 - 1.5.1. the maximum number of Authorised Users that you authorise to access and use the Services, Platform and the Documents shall not exceed the number of User Subscriptions you have purchased from time to time;
 - 1.5.2. each Authorised User will use 2FA (Two-Factor Authentication) where mandated and shall keep a secure password for their use of the Services, that such password shall be changed no less frequently than annually and that each Authorised User shall keep their password confidential;
 - 1.5.3. you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services, Platform and/or Documents;
 - 1.5.4. you shall permit the Licensor or the Licensor's designated auditor to audit the Services to verify that your use of the Services, Platform and Documents does not exceed the total number of User Subscriptions purchased. This audit may take place physically on the Licensee's premises, or remotely, at the Licensor's option, and the Licensor may deploy reasonable online audit tools via the Services for these purposes;

- 1.5.5. you shall supervise and control use of the Services, Platform and Documents and ensure they are used by you or as the case may be, your employees and representatives only in accordance with the terms of this Licence; and
- 1.5.6. you shall comply with all applicable technology control or export laws and regulations.
- 1.6. The Licensor will use commercially reasonable endeavours to make the Services available but it does not guarantee their accuracy, usability or availability. Furthermore, planned, or unscheduled maintenance required to repair urgent matters, will be carried out at times that the Licensor deems necessary.
- 1.7. The information provided, including information on investment and cash holdings in your accounts is provided for general information only. It is not intended to amount to advice on which you should rely. You should always speak to your accountant or advisor before taking, or refraining from, any action on the basis of the information displayed.
- 1.8. We make no guarantees that the information shown is accurate, complete or up to date, and we are not responsible for any errors in information provided to us by third parties that were present when provided to us.
- 1.9. We may make important documents about your accounts or any transactions (such as contract notes, tax certificates, periodic statements and invoices) available for you to view and download.
- 1.10. We may update and change the Platform from time to time, for example to reflect changes to our products, our users' needs, our business priorities, for security reasons and to reflect changes in the law. We will try to give you reasonable notice of any major changes.
- 1.11. We do not guarantee that the Platform, or any information on it, will always be available, uninterrupted or error free. We may suspend or withdraw or restrict the availability of all or any part of the Platform for business, security, legal and operational reasons. We will try to give you reasonable advance notice of any suspension or withdrawal but this may not always be possible (for example, where there is an urgent security issue).
- 1.12. In the process of using the Platform or Services you may appoint a business representative to act on your behalf ("**Representative**"). You and any representative of yours individually affirm to us that:
 - 1.12.1. your Representative is authorised to provide information on your behalf and to bind you to in any agreements required as a part of the use of the Platform; and
 - 1.12.2. your Representative is an executive officer, director, senior manager or otherwise has significant responsibility for the control, management or direction of your business.
 - 1.12.3. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority.
- 1.13. The Platform contains a secure messaging function that you may use to contact your customer service advisor and they can also send you messages through it.

2. USE OF THE PLATFORM

- 2.1. Images, trademarks and brands that appear on the Platform are protected by intellectual property laws and may not be reproduced or appropriated in any manner without permission of their respective owners. You must not remove any acknowledgement which indicates that we or any other person is the author of any information which is provided or made available through the Platform.
- 2.2. You may download or print or screen grab information or individual sections, pages or extracts of the Platform for your personal use and information only, provided that any such copy has attached to it any relevant proprietary notices and/or disclaimers.

- 2.3. Except as permitted by these terms, you must not use any part of the information on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 2.4. We may need to undertake due diligence in relation to you as regards Anti-Money Laundering (“**AML**”) checks and Know Your Customer (“**KYC**”) identification. Promptly, on request, you shall provide us with the relevant data forms and documentation to allow us, or our providers to do so.

3. RESTRICTIONS

- 3.1. Except as expressly set out in this Licence or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall not:
 - 3.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, Services and/or Documents (as applicable) in any form or media or by any means; or
 - 3.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or Services;
 - 3.1.3. access all or any part of the Services, Platform or Documents to build a product or service which competes with the Services, Platform or the Documents;
 - 3.1.4. use the Services, Platform or Documents to provide services to third parties;
 - 3.1.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Platform or Documents available to any third party except the Authorised Users; or
 - 3.1.6. attempt to obtain, or assist third parties in obtaining, access to the Services, Platform or Documents, other than as provided under this Licence.
- 3.2. You shall not use the Services to:
 - 3.2.1. distribute or transmit to the Licensor any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;
 - 3.2.2. store, access, publish, disseminate, distribute or transmit any material which:
 - a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b) facilitates illegal activity;
 - c) depicts sexually explicit images;
 - d) promotes unlawful violence;
 - e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - f) is otherwise illegal or causes damage or injury to any person or property,and we reserve the right, on no less than thirty (30) days’ prior written notice to you, such notice specifying the breach of this condition and requiring it to be remedied within the thirty (30) day period, to disable your access to the Services, Platform and Documents for the duration of time that the breach remains unremedied.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. You acknowledge that all intellectual property rights in the Services, Platform and Documents anywhere in the world belong to us or our licensors, that rights in the Services, Platform and Documents are licensed (not sold) to you, and that you have no rights in, or to, the Services,

Platform or the Documents other than the right to use them in accordance with the terms of this Licence.

- 4.2. You acknowledge that you have no right to have access to any Platform in source code form.
- 4.3. You give us the licence to use your information, logos or any other data we reasonably require for the purpose of providing the Services.

5. LIMITATION OF LIABILITY

- 5.1. You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services, Platform and Documents have not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to, or any regulated activity that you may be engaged in, including the provision of an online intermediation service, an online search engine or service that facilitates online interaction between users (such as, but not limited to, a social media platform) (each a "**Regulated Activity**").
- 5.2. If you use the Services for any Regulated Activity you agree to comply with any requirements that apply to such Regulated Activity from time to time (including in any jurisdiction in which you operate or where the Regulated Activity is undertaken) and you shall defend, indemnify and hold us harmless against any loss or damage (including regulatory fines or penalties) costs (including legal fees) and expenses which we may suffer or incur as a result of your breach of this clause 5.1.
- 5.3. We only supply the Services, Platform and Documents for your personal use if you are an individual or internal use by your business, and you agree not to use the Services, Platform or Documents for any resale purposes.
- 5.4. We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; wasted expenditure; loss or corruption of data or information; loss of business opportunity, goodwill or reputation, where any of the losses set out are indirect; or any special, indirect or consequential loss, damage, charges or expenses.
- 5.5. Other than the losses set out in clause 4.4 (for which we are not liable) and those in clause 4.6, our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1,000.
- 5.6. Nothing in this Licence shall limit or exclude our liability for death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by English law.
- 5.7. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Services, Platform and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

- 6.1. We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence.
- 6.2. On termination for any reason:
 - 6.2.1. all rights granted to you under this Licence shall cease;
 - 6.2.2. you must immediately cease all activities authorised by this Licence; and

- 6.2.3. you must immediately and permanently delete or disable interfaces to the Services from all computer equipment in your possession, and immediately destroy, delete or return to us (at our option) all copies of the Documents and Platform then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so.

7. COMMUNICATIONS BETWEEN US

- 7.1. We may update the terms of this Licence at any time on notice to you in accordance with this clause 6. Your continued use of the Services, Platform and Documents following the deemed receipt and service of the notice under clause 6.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Services, Platform and Documents on the deemed receipt and service of the notice.
- 7.2. Any notice:
- 7.2.1. given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
- 7.2.2. given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 7.3. In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8. EVENTS OUTSIDE OUR CONTROL

- 8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 7.2.
- 8.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 8.3. If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- 8.3.1. our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 8.3.2. we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services, Platform and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in www.fusionconsult.co.uk/privacy-policy (**Privacy Notice**) and it is important that you read that information.

10. THIRD PARTIES

The Licensee acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.

11. DISPUTE RESOLUTION

- 11.1.** Without prejudice to the express rights of termination set out in this Agreement, both Parties will attempt in good faith to resolve any disputes arising out of or relating to this Agreement ("**Dispute**") promptly by negotiations between those representatives of the Parties who have authority to settle the Dispute. Such representatives shall meet within ten days of a request from either of them to negotiate the Dispute.
- 11.2.** If the Dispute is not resolved at the meeting,, the Dispute shall be escalated to those representatives of the Parties of the second level who shall meet within ten working days after the conclusion of the meeting held. If the Dispute is not resolved after escalation to the second level, the Dispute shall be escalated to those representatives of the Parties of the third level, who shall meet within ten working days.
- 11.3.** The Parties shall use every reasonable endeavour to reduce the time taken to resolve the Dispute in good faith.
- 11.4.** The Parties will continue to perform their obligations under this Agreement (so far as the same is reasonably possible in view of the Dispute and subject to the terms of this Agreement) until such time as the Dispute has been resolved by agreement or court proceedings.

12. OTHER IMPORTANT TERMS

- 12.1.** We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 12.2.** You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 12.3.** This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 12.4.** You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
- 12.5.** You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 12.6.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.7.** A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.8.** Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.9.** This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the

courts of England and Wales.